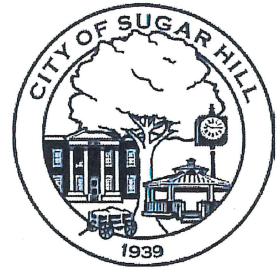


DATE: *May 28, 2020*  
TO: Mayor and City Council  
FROM: *[Signature]* Assistant City Manager  
SUBJECT: MGAG First Amendment to Gas Supply Contract  
MGAG Supplemental Contract – Gas Supply Portfolio V



---

#### RECOMMENDED ACTION

**Adopt the ordinance approving the first amendment to the city's gas supply contract with the Municipal Gas Authority of Georgia (MGAG) and the Portfolio 5 supplemental contract effective January 1, 2021.**

The existing gas supply contract with MGAG is set to expire in December 2020 and they have negotiated a supply strategy which will ensure a stable and reliable source and financial structure for the member cities for the foreseeable future. The changes in this newest set of contracts will allow for prepayment contracts through the end of 2030 and for debt maturities through a 30-year maximum (year 2060) with a cap of \$1B for the entire membership. Sugar Hill's portion of the obligation and indemnity shares would be 1.9287 and 1.7903%. These proposed contract documents are presented for approval by ordinance, also attached.

#### *Attachments*

*Proposed Local Resolution/Ordinance  
First Amendment to Gas Supply Contract  
Supplemental Contract – MGAG/Sugar Hill*

AN ORDINANCE OF  
CITY OF SUGAR HILL

APPROVAL OF AMENDMENT TO GAS SUPPLY CONTRACT AND SUPPLEMENTAL  
CONTRACT (GAS PORTFOLIO V PROJECT) EACH BETWEEN THE GAS AUTHORITY AND  
CITY OF SUGAR HILL, GEORGIA (THE "CITY"), AND FOR OTHER PURPOSES

---

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the "Act"), creating the Municipal Gas Authority of Georgia (the "Gas Authority"), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into an Amendment to the Gas Supply Contract (the "Amendment") with the Gas Authority, substantially similar to amendments entered into with other Gas Authority members, providing for the extension of the term of the Gas Supply Contract related to Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio V Project) (the "Supplemental Contract," and together with the Amendment, the "Contracts"); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

**NOW, THEREFORE**, be it ordained by the governing body of the City in meeting duly assembled, and it is hereby ordained by authority thereof, as follows:

**Section 1.** The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

**Section 2.** The City hereby approves and authorizes the execution and delivery of the Contracts in substantially the form of the drafts of the Contracts attached to this Ordinance as Exhibit "A" and Exhibit "B," respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Contracts will each be executed by the Mayor, attested by the Clerk, and will have the City's seal affixed thereto, and will be delivered to the Gas Authority, and when so executed and delivered, will be binding upon the City in accordance with their respective terms. Execution of the Contracts as authorized herein will be conclusive evidence of the City's approval thereof.

**Section 3.** In the adoption of this Ordinance, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar ordinances or resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such ordinances and resolutions by such other political subdivisions.

**Section 4.** All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SUGAR HILL, GEORGIA

By: \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
Clerk

Exhibit “B”

[Attach Supplemental Contract (Gas Portfolio V)]

## CERTIFICATION

I, the undersigned, Clerk of the City of Sugar Hill, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Ordinance duly adopted by the governing body of the City at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2020, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Ordinance has been duly recorded in the Minute Book of the City, which is in my custody and control, and that the Ordinance has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Clerk

[SEAL]

**FIRST AMENDMENT TO GAS SUPPLY CONTRACT**

**Between**  
**Municipal Gas Authority of Georgia**  
**and**  
**City of Sugar Hill**

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of January 1, 2021, by and between **Municipal Gas Authority of Georgia**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), created by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the "Act"), and the **City of Sugar Hill**, a municipal corporation of the State of Georgia (the "Member"),

**WITNESSETH**  
**THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract, as amended and restated on August 1, 2016 (the "Gas Supply Contract"), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract," and collectively, the "Gas Supply Contracts") with other municipalities that own and operate gas distributions systems (each, a "Member," and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom

amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority's Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the "Resolutions") permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the "First Amendment") to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

**NOW, THEREFORE:** For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

**Section 1.** **Term.** Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2020 through December 31, 2055.

**Section 2.** This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

**Municipal Gas Authority of Georgia**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
General Counsel

ATTEST: \_\_\_\_\_  
Asst. Secretary-Treasurer

(SEAL)

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**City of Sugar Hill**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
Clerk

(SEAL)



**SUPPLEMENTAL CONTRACT**

**Between**

**MUNICIPAL GAS AUTHORITY OF GEORGIA**

**and**

**CITY OF SUGAR HILL, GEORGIA**

**(GAS PORTFOLIO V PROJECT)**

This Contract, made and entered into as of January 1, 2021, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the **CITY OF SUGAR HILL, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

**WITNESSETH**

**THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause"); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other political subdivisions and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, will be pledged as security for the payment of Bonds;

**NOW, THEREFORE:**

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I**

**TERM AND DEFINITIONS**

**Section 101. Term.**

This Contract is dated as of the first date set forth above, its effective date, and will terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

## **Section 102. Definitions.**

(a) Those words which are defined in O.C.G.A. Section 46-4-81 will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined will have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) "Annual Project Costs" means the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" means the Gas Portfolio V Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" means the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds will be subordinated as to payment to any other issue of such Bonds, and will include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" means Debt Service on the Bonds.

(6) "Gas Supply Year" means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) "Indemnity Share" means the amount determined in accordance with 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia political subdivisions or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) "Member" or "Members" means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) "MCF" means thousand cubic feet.

(11) "Obligation Share Member" means each of the Georgia political subdivisions shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) "Obligation Share" means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) "Project" means the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. "Project" as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

## **ARTICLE II**

### **CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER**

#### **Section 201. Authority Gas Supplies.**

The Gas Authority will use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority will use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract will be deemed to have passed through the meter at the Member's City gate prior to other Authority Gas Supplies.

#### **Section 202. Reports.**

The Gas Authority will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

#### **Section 203. Records and Accounts.**

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts will be included in the Gas Authority's financial statements, which will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

#### **Section 204. Rate Covenant**

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

### **ARTICLE III**

#### **ISSUANCE OF BONDS**

##### **Section 301. Issuance of Bonds.**

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 years from the date of issuance of each such series of Bonds.

##### **Section 302. Refunding Bonds.**

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but will not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

## **ARTICLE IV**

### **INDEMNITY SHARES**

#### **Section 401. Obligation Shares.**

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member will be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

#### **Section 402. Subsequent Members.**

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member will be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares will be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

#### **Section 403. Payment Obligations.**

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any

Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, the Member will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

#### **Section 404. Sources of Member's Payments.**

The obligations of the Member to make the payments to the Gas Authority under this Contract will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments will have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.



#### **Section 405. Pledge of Payments.**

All payments required to be made by the Member pursuant to the provisions of this Article IV will be pledged to secure the payment of the Gas Authority's Bonds.

#### **Section 406. Levy of Tax for Payment.**

The Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

### **ARTICLE V**

#### **EXCESS BOND PROCEEDS**

#### **Section 501. Excess Bond Proceeds.**

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess will be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance will be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

### **ARTICLE VI**

#### **DEFAULT**

#### **Section 601. Event of Default.**

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable will constitute a default on the part of the Member.

#### **Section 602. Continuing Obligation, Right to Discontinue Service.**

In the event of any such default, the Member will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

#### **Section 603. Other Default by Member.**

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

#### **Section 604. Default by Gas Authority.**

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

#### **Section 605. Abandonment of Remedy.**

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

### **ARTICLE VII**

#### **MISCELLANEOUS GENERAL PROVISIONS**

#### **Section 701. Character and Continuity of Service.**

The Gas Authority will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to

perform of any third party. No failure on the part of the Gas Authority will be grounds for the termination or suspension of the payments due from the Member hereunder.

**Section 702. Other Terms and Conditions.**

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will not be inconsistent with the provisions of this Contract.

**Section 703. Termination or Amendment of Contract.**

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will be made which is adverse to the interest of the owners of the Bonds.

**Section 704. No Assignment or Transfer.**

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

**ARTICLE VIII**

**SEVERABILITY**

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

**Municipal Gas Authority of Georgia**

Approved As To Form:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
General Counsel

Attest: \_\_\_\_\_  
Asst. Secretary-Treasurer

(Seal)

**[Signatures Continued On Next Page]**

City of Sugar Hill, Georgia

Approved As To Form:

By: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ATTORNEY

Attest: \_\_\_\_\_  
CLERK

(Seal)

## Municipal Gas Authority of Georgia

### SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR MEMBERS PARTICIPATING IN GAS PORTFOLIO V PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	2.1765%	2.0202%
Adel	0.4268%	0.3962%
Albany	5.2496%	4.8729%
Americus	0.6009%	0.5578%
Andersonville	0.0039%	0.0036%
Ashburn	0.1325%	0.1230%
Bainbridge	0.5902%	0.5478%
Blakely	0.3881%	0.3603%
Bowman	0.0253%	0.0235%
Buford	7.9261%	7.3572%
Byron	0.3508%	0.3257%
Cairo	0.2597%	0.2411%
Camilla	1.5852%	1.4714%
Claxton	0.6678%	0.6199%
Cochran	0.8944%	0.8302%
Colquitt	0.0744%	0.0691%
Commerce	1.3407%	1.2445%
Covington	5.4239%	5.0346%
Dawson	0.7442%	0.6908%
Decatur County	0.1691%	0.1570%
Doerun	0.1000%	0.0928%
Donalsonville	0.1006%	0.0934%
Douglas	2.1188%	1.9667%
Dublin	4.6093%	4.2784%
Eatonton	0.3168%	0.2941%
Edison	0.0882%	0.0819%
Elberton	0.9973%	0.9257%
Fitzgerald	2.0206%	1.8755%
Fort Valley	1.5200%	1.4109%
Grantville	0.0751%	0.0698%
Greensboro	1.9192%	1.7815%
Hartwell	1.1710%	1.0870%
Hawkinsville	2.0803%	1.9310%
Hogansville	0.2914%	0.2705%
LaFayette	0.6074%	0.5638%
Lawrenceville	9.5823%	8.8945%
Louisville	0.2542%	0.2360%
Lumpkin	0.0611%	0.0567%
Madison	0.9293%	0.8626%
Millen	0.3215%	0.2985%
Monroe	0.7704%	0.7151%
Monticello	0.1931%	0.1793%
Moultrie	0.7868%	0.7303%
Nashville	0.4219%	0.3916%
Pelham	0.0569%	0.0528%
Perry	1.7383%	1.6136%
Quitman	0.3228%	0.2996%

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5724%
Social Circle	1.5774%	1.4641%
Sparta	0.1862%	0.1729%
Statesboro	1.4216%	1.3196%
Sugar Hill	1.9287%	1.7903%
Summerville	1.8870%	1.7515%
Sylvania	2.2444%	2.0833%
Sylvester	0.2764%	0.2566%
Thomasville	1.1134%	1.0335%
Thomson	3.4910%	3.2404%
Tifton	1.2585%	1.1682%
Toccoa	3.4520%	3.2043%
Trion	4.1046%	3.8100%
Union Point	0.1010%	0.0938%
Vienna	0.5645%	0.5239%
Warner Robins	9.7311%	9.0327%
Waynesboro	0.3213%	0.2982%
West Point	0.3420%	0.3175%
Winder	2.8975%	2.6895%
<b>Total</b>	<b>100%</b>	<b>93%</b>

GA Indemnity Only Members		
<b>Non-Georgia Members</b>		
Alexander City, Alabama	N/A	0.6903%
Chambersburg, Pennsylvania	N/A	2.7418%
East Central Alabama Gas District	N/A	0.8903%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1133%
Lanett, Alabama	N/A	0.1737%
Lawrenceburg, Tennessee	N/A	1.6005%
Maplesville, Alabama	N/A	0.0581%
Quincy, Florida	N/A	0.3226%
Roanoke, Alabama	N/A	0.3657%
Rockford, Alabama	N/A	0.0097%
Wadley, Alabama	N/A	0.0687%
Wedowee, Alabama	N/A	0.0925%
<b>Total Indemnity Shares</b>		<b>100%</b>